

**INVITATION FOR BID  
IFB  
SET-ASIDE FOR DMBE CERTIFIED SMALL BUSINESSES**

**ISSUE DATE:** February 14, 2007

**IFB#:** FS07029

**TITLE:** Contract for Refuse Removal Services

**COMMODITY CODE:** 910-27

**ISSUING AGENCY:**

Commonwealth of Virginia  
Department of Motor Vehicles  
Facilities Services and  
Planning Administration  
2300 West Broad Street  
Richmond, Virginia 23220

**Using Agency And/Or Location  
Where Work Will Be Performed:**

Alexandria Customer Service Center  
2681 Mill Road  
Alexandria, Virginia 22314-4680

**PERIOD OF CONTRACT** May 1, 2007 Through April 30, 2008 (\*Renewable).  
(Four (4) Successive One Year Renewal Periods)

Bids Will Be Received Until 3:00 p.m., Wednesday, March 14, 2007 For Furnishing The Services Described Herein And Then  
Opened In Public at 3:00 p.m., Thursday, March 15, 2007.

**Bidders Who Wish To Receive A Copy Of The Public Notice Must Enclose A Stamped, Pre-Addressed Envelope.**

All Inquiries For Information Should Be Directed To: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator,  
([Carrie.Robinson@dmv.virginia.gov](mailto:Carrie.Robinson@dmv.virginia.gov)) or FAX: (804) 367-6676.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED,  
DELIVER TO: Department of Motor Vehicles, Security Desk, Attn: Carrie Robinson, 2300 West Broad Street, Richmond,  
Virginia 23220.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And  
Agrees To Furnish The Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Name And Address Of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

\_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

SSN/FIN NO. \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

I. **PURPOSE:** The intent and purpose of this Invitation For Bids is to establish a firm price contract with one qualified firm to provide labor, materials, and equipment and perform all work for the collection and disposal of solid waste generated by the Department of Motor Vehicles (DMV), an agency of the Commonwealth of Virginia.

II. **SCOPE OF WORK:**

A. **GENERAL REQUIREMENTS:** The Contractor shall furnish all labor, supervision, equipment and materials as necessary to collect and dispose of solid waste and bio-medical waste generated by DMV excluding radioactive, volatile, highly flammable, explosive or toxic materials. All title to the solid waste shall be vested in the Contractor when such waste has been loaded on the Contractor's trucks.

The Contractor will be required to provide:

**ONE (1)**                      **Container(s) with lock(s) and three (3) keys to fit each lock**

**FIVE (5)**                    **Cubic Yard Container(s)**

**THREE (3)**                **Pick Ups Per Week**

Container(s) shall be locked at all times. Contractor shall relock container(s) after dumping.

Contractor agrees to provide extra pick ups upon the request of the manager of the subject service location.

All work shall be performed in an efficient, workmanlike manner and shall meet the highest standards for the type of service being performed.

III. **PRE-BID CONFERENCE:** "PRE-BID CONFERENCE - Not Required".

IV. **GENERAL TERMS AND CONDITIONS:**

A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals".

B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with applicable federal, state, and local laws and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to DMV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 11-35.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, the Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. **Return of the complete document is required.** Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, DMV reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DMV may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Department of Motor Vehicles, Financial Management Services, P.O. Box 25700, Richmond, Virginia 23260. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia* § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DMV for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify DMV and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from DMV, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DMV.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment

under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS: DMV may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to DMV all such information and data for this purpose as may be requested. DMV reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. DMV further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy DMV that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- M. TESTING/INSPECTION: DMV reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of DMV.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
  - 1. DMV may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DMV a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to DMV's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present DMV with all vouchers and records of expenses incurred and savings realized. DMV shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DMV within thirty (30) days from the date of receipt of the written order from DMV. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DMV or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DMV, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DMV may have.

Q. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Bidder further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract DMV reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

Insurance Coverages and Limits Required:

Workers' Compensation--Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

Employers Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The DMV must be named as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 – Combined single limit.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to DMV at the address indicated on the solicitation.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the first floor bulletin board, on the DMV web site ([www.dmvnow.com](http://www.dmvnow.com)) and on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for the minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specific below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DMV shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women-and minority-owned businesses are also considered small businesses when later they have received DMBE small business certification. Small businesses must be certified by DMBE no later than the solicitation due date and time.

## V. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DMV will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AWARD OF CONTRACT: Awards are made to the lowest responsive and responsible Bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder to render required services. DMV also reserves the right to conduct any tests it may deem advisable and to make all evaluations. DMV also reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award whenever it is deemed in the sole opinion of procuring public body to be in its best interest.
- D. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. BID PRICES: Bids shall be in the form of a firm fixed price for per month during the contract period. Thereafter, an increase will be permitted for localities landfill increases only, provided the contractor furnishes documentation from the locality to substantiate the amount of the rate increase. Contractor shall give no less than 30 days' advance notice with documentation of any price increase. The price increase will be effective only at the beginning of the calendar month following the end of the full 30 days' notice period.
- F. CANCELLATION OF CONTRACT: DMV reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. CONFLICT OF INTEREST: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).
- H. RENEWAL OF CONTRACT: This contract may be renewed by DMV upon written agreement of both parties for four (4) successive one year periods, under the terms and conditions of the original contract, except as stated below. Written notice of DMV's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If DMV elects to exercise the option to extend the contract for any or all of the available extension periods, the contract prices for each additional period shall increase/decrease the contract prices of the previous period by no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- I. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>March 14, 2007</u>	<u>3:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u>FS07029</u>	
Street or Box Number	IFB No.	
_____	<u>Refuse Removal Services</u>	



Name of Contract Officer: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator

**The envelope should be addressed as directed on Page 1 of the solicitation.**

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- J. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- K. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by DMV.
- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DMV the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. SUPERVISION BY CONTRACTOR: The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- P. WORK SITE DAMAGES: Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to DMV's satisfaction at the Contractor's expense.
- Q. CONTRACTOR PROPERTY DAMAGE: The Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies and equipment, and to the personal property of his/her employees while they are maintained on the work site.
- R. MODIFICATION OF CONTRACT: DMV may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a

cumulative amount of more than \$10,000 or 25%, whichever is greater, without the advance written approval of the Governor or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by DMV:

1. The written modification shall stipulate the mutually agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
2. The written modification shall stipulate the number of unit quantities added to/deletion from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as DMV may direct, a correct account of the cost of the change together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by DMV and the Contractor.

S. QUALIFICATION OF BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE AND RETURN ATTACHMENT A WITH THEIR BIDS.

T. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: It is anticipated that the contract will result in multiple eVA purchase orders (i.e. one for each year of contract) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified – Small Business: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1500 per order

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be assessed and downloaded for [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

VI. **METHOD OF PAYMENT:** For regular scheduled pickups, DMV's Financial Management Services will authorize an automatic payment. Payment should be received within thirty days following the month that services were rendered. Contractor will forward an invoice for any additional pick ups to:

Department of Motor Vehicles  
Financial Management Services  
P. O. Box 25700  
Richmond, Virginia 23260

- VII. PRICING SCHEDULE:** The Bidder agrees to provide all labor, supervision, materials, and equipment as necessary to perform all work for collection and disposal of solid waste generated by the Department of Motor Vehicles in compliance with the Scope of Work and the Terms and Conditions of this Invitation For Bids at the following prices:

**FIXED PRICE PER MONTH:** \$ \_\_\_\_\_

**PRICE PER CONTAINER  
EXTRA PICK UP:** \$ \_\_\_\_\_

**Rate increases will be permitted only in the cases of a landfill increase by the locality. The Contractor shall furnished documentation from the locality to substantiate the amount of rate increase requested.**

**VIII. ATTACHMENT:**

- A. Attachment A - Bidder's Data Sheet

**DATA SHEET**  
**To be Completed by Bidder**

1. Qualifications of Bidder: The Bidder must have the capability and capacity in all respects to fully satisfy all of the contract requirements.
2. Years in Business: Indicate the length of time you have been in business providing this type of service.  

\_\_\_\_\_ Years
\_\_\_\_\_ Months
3. References: Indicate below a listing of at least four (4) references for whom you have recently provided this type of service. Indicate the dates service was furnished and the name, address, and phone number of person DMV has your permission to contact.

<u>Client</u>	<u>Address</u>	<u>Person to Contact and Phone No.</u>	<u>Begin &amp; End Dates of Service</u>
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**Statistical Information Only:**

- a. My Company is minority-owned. \_\_\_\_\_ Yes \_\_\_\_\_ No
- b. My Company is female-owned. \_\_\_\_\_ Yes \_\_\_\_\_ No
- c. My Company is a small business. \_\_\_\_\_ Yes \_\_\_\_\_ No
- d. My Company is registered with the Virginia Department of Minority Business Enterprises. \_\_\_\_\_ Yes \_\_\_\_\_ No

Please provide proof of certification with the Department of Minority Enterprises with submission of your Bid.

Is your Company registered in both the eVA and Ariba Commerce Services Network?

EVA \_\_\_\_\_ Yes \_\_\_\_\_ No

Ariba Commerce Service Network \_\_\_\_\_ Yes \_\_\_\_\_ No

EVA registration Number: \_\_\_\_\_

**FAILURE TO REGISTER WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE AND REJECTED.**

